

S+T+ARTS Buen-TEK



S+T+ARTS



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01-01-2025

www.starts.eu

SERVICE AGREEMENT

AGREED BETWEEN:

IMPAKT

Full Address: Lange Nieuwstraat 4, 3512PH Utrecht, Netherlands

VAT number: NL 8027.51.738.B.01

Represented by: Arjon Dunnewind

(hereafter collectively referred to as 'the Coordinator')

AND

Partner name:

Full Address:

VAT number:

Represented by:

(hereafter collectively referred to as 'the Partner')

AND

Name of the Twin:

Full Address:

VAT number:

Represented by: [insert name surname and function]

(hereafter referred to as the 'Twin')

On the provision of services related to the project "STARTS SA - Buen-TEK" (Grant Agreement **Project LC-03568052**) supported by the European Commission, establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027)

1. Scope

The Twin institution agrees to provide the following services, in line with the terms of the call for hosts, under which the organisation was selected:

Phase 1

1. Co-design the Call for Artists with the STARTS SA Buen-TEK consortium. Together with the Partners and a group of 10 trans-local experts the Twins also participate in the evaluation process to select an artist or collective of artists that will produce tangible outputs as a result of the residency hosted by the Twin institution and that will be later showcased at events.

Phase 2

2. Provide logistic support, access to premises and equipment (free of charge) to the artist or collective of artists during the residency (minimum of four weeks). The Twin institution will provide physical space, essential technological resources, extensive networks, and expertise to the artists or collective of artists selected for this endeavor;
3. Collaborate with Partner HacTe in the organisation of the workshop with the communities, and their contribution to the Sylloge / Learning program
4. Provide guidance and advice to the artist or collective of artists during the residency (introduce and/ or discuss with him/her/their concepts, technology and other aspects relevant to the residency). A minimum of 6 meetings (at least one at the start together with the Partner, online or on-site) shall be organized to assist the discussions with the artist;
5. Support the artist or collective of artists in searching and showcasing residency's results in events/ fairs/ exhibitions in South America and the EU.
6. Organize and participate in online or on-site events to (i) share experience in participating in the STARTS Buen-TEK Residency program; (ii) ensure the promotion of residency results. It is agreed to organize at least 1 local event, in which the artist, their work and the residency project will be presented.
7. Facilitate online meetings, for the duration of the residency, between the resident artist, European partner and the host.
8. Support the STARTS Buen-TEK consortium in implementing impact measurement tools to analyse the impact of the residency on the different stakeholders and contexts involved in the residency;
9. Support the STARTS Buen-TEK consortium in engaging local stakeholders and exploitation strategies for the STARTS Buen-TEK residencies. Among other strategies, Twin entities are expected to contribute to exploring, defining and implementing investment and fundraising strategies for the STARTS Buen-TEK residencies.

For each residency the Twin has a budget of 21.000€ that will be paid by The Partner in 3 installments. The final sum available to the host might be reduced by bank transfer costs and taxation by involved countries and authorities. The example and breakdown here assumes there is no reduction. In the case of any reduction all figures will be reduced proportionally.

Services to be provided in Phase 2 are conditional on the selection of artists or collective of artists in the Call for Artists, responding to both the conceptual framework of Buen-TEK, and the specific focus points and programme priorities of the Twin. In case the Call for Artists ends without an artist or collective of artists selected for a

residency to be hosted by the Twin institution, there will be 10% of the total funds transferred to the Host and the agreement will be considered invalid.

2. Entry into force and implementation period of the Contract

The execution of the task set out above (in section 1.) will begin with the signature of the contract and will end with the Partner's final approval of the services provided. The services related to the two phases are to be concluded no later than May 2026.

3. Contract budget

To the terms and conditions of this contract and in consideration of the services to be performed by the Twin institution, the Partner shall pay the Twin institution a total amount of EUR 21.000, including value-added tax (VAT), if applicable. The Twin institution will use this amount exclusively for residency development, with the following breakdown:

1. EUR 6.000 for personnel costs (definition of challenge, evaluation of applications, monitoring residency, assess impact)
2. EUR 7.500 for production, prototyping and consumables costs, including subcontracting ICT experts.
3. EUR 3.500 for 1 local event (costs for events organization, if applicable crating, proper transport and insurances, in the event of damage or loss of the results, the Twin institution will be held responsible in the absence of insurance agreements)
If the event is organized outside the 4 weeks that the artist is spending with the host, also the artist's travel and stay for the event need to be covered by the Host.
4. EUR 2.000 to provide the resident artist with accommodation for a minimum of 4 weeks in the city of the host. Depending on the preferences of the artist this can be one consecutive period days, or distributed over a number of shorter stays, amounting to 4 weeks in total. If the selected artists is living in the city of the host, artist and host can agree that the host can invest the 2000 euro allocated for accommodation in expenses that fall under chapter 2) of this breakdown
5. EUR 2.000 Travel of a member of the Twin organization to the closing event in Utrecht

The payment of the agreed budget is conditional on the proper implementation of services in the two phases, and compliance with the terms and conditions of the contract.

4. Obligations of the Twin institution

The Twin institution is fully responsible for implementing the contract and for complying with all its obligations. The Twin institution must implement the contract to their best abilities, in good faith and in accordance with all the obligations and terms and conditions it sets out.

The Twin institution must:

- monitor that the services are properly implemented;
- act as the intermediary for all communications with the Partner;
- request and review any documents or information required and verify their quality and completeness before passing them on to the Partner;
- draw up the request for payment in accordance with the contract
- submit the mandatory reports and evidence to the Partner, like for instance those requested for the assessment report of the residencies programme (interview and field diary)

The Twin institution must provide any information requested in order to verify the proper implementation of the services and compliance with the other obligations under the contract. The information provided must be accurate, precise and complete, and in the format requested.

The Twin institution must ensure compliance with their contractual obligations under the articles related to the proper implementation (6), conflict of interest (7), confidentiality and security (8), ethics and values (9), dissemination and visibility (12), information (13) and recordkeeping (14). This compliance also applies to subcontracted organisations

The Twin institution shall have sole responsibility for the payment of any taxation associated with any fees paid from the Twins budget, and for all matters of social security. The Twin institution will comply with all labour and social laws of the country in which it is located in the performance of services.

5. Obligations of the Partner

The Partner together with the Twin assumes the responsibility of formulating a challenge for the call for residency proposals, responding to both the conceptual framework of Buen-TEK, and the specific focus points and programme priorities of the Twin, for an open call, inviting individual artists or collective of artists to engage in a project that is developed in the context of Buen-TEK. In this capacity, the Partner shall ensure that the selection process of the call is transparent and fair. The Twin is invited to formulate, together with their Partner, a specific challenge that fits within the overall Buen-TEK concept and in the specific mission of the Twin organisation, thus assuring that there is a good match between the proposals applicants will hand in, and the context the Host is providing.

The Partner will take care to appoint a trans-local expert. Together with the Twin, and the Partner, the trans-local expert will supervise the residency process over its duration and will convene with the selected artists or collective of artists.

The partner bears the responsibility to oversee the Hosts organization of organizing a residency program for an individual artist or collective of artists within its institution. The Twin institution will provide physical space, essential technological resources, extensive networks, and expertise to the artists or collective of artists selected for this endeavor. The culmination of the residency should result in the creation of an artwork or documentation of research provided in a format that can be exhibited. We encourage innovative projects demonstrate a radical perspective on traditional technologies and local concepts of rights and values and use these to inspire new critical approaches to contemporary digital technologies like AI (data collection, training, generative), computing systems, data visualisation, machine-learning, and thus responds to the conceptual framework of Buen-TEK.

The Partner will diligently oversee and manage activities related to the STARTS BUEN-TEK project, ensuring its successful execution.

The Partner will provide financial guidance to the Twin institution, ensuring that the amount of the contract is exclusively used for residency development, in compliance with the breakdown set in Article 3.

6. Proper implementation of the services

The Twin institution must have the appropriate resources to implement the services, in compliance with the provisions of the Contract, the Call for Twin and all legal obligations under applicable EU, international and national law. If the Twin institution breaches any of its obligations, the budget may be reduced.

7. Conflict of interests

The Twin institution must take all measures to prevent any situation where the impartial and objective implementation of the contract could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests).

The Twin institution must formally notify the Partner without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation. The Partner may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline. If the Twin institution breaches any of its obligations, the budget may be reduced, or the contract terminated.

8. Confidentiality and security

During the implementation of the services and for five years after the final payment, the parties must treat with confidentiality any confidential information and documents. The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444 and its implementing rules).

The parties may only use confidential information and documents for a reason other than to fulfil their obligations under the Contract if they have first obtained the prior written agreement of the other party.

The Twin institution may disclose sensitive information to their personnel or other participants involved in the services only if and to the extent the Twin institutions personnel needs to know it in order to implement the contract. The Twin institutions personelles are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- the disclosing party agrees to release the other party;
- the information becomes publicly available, without breaching any confidentiality obligation;
- the disclosure of sensitive information is required by EU, international or national law.

9. Ethics and values

The services must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

The Twin institution must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

If the Twin institution breaches any of its obligations, the budget may be reduced.

10. Data protection

Any personal data collected in the cloud environment of IMPAKT referred to as 'the Dashboard'. will be processed under the responsibility of IMPAKT as the coordinator,, in accordance with and for the purposes set out in the [S+T+ARTS Privacy Policy](#). Such data will be processed pursuant to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and the free movement of such data.

The Twin institution must process personal data under the contract in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/67919). The Twin institution must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;

- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and;
- processed in a manner that ensures security of the data.

The Twin institution may grant its personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the contract, but must ensure that the personnel is under a confidentiality obligation. The Twin institution must ensure that the personnel is under a confidentiality obligation. The Twin institution must inform the persons whose data are transferred to the Partner and provide them with the Privacy Statement.

If the Twin institution breaches any of its obligations, the budget may be reduced.

11. Intellectual Property Rights

The intellectual property rights of the artwork lies with the artist.

The Twin institution must inform the Partner about background data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is held by the Twin institution before they acceded to the contract and needed to implement the services or exploit the results. If the background is subject to the rights of a third party, the Twin institution must ensure that it is able to comply with its obligations under the contract.

The Partner does not obtain ownership of the results produced under the services. 'Results' means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights. Intellectual property rights over the results of the project shall be owned by those who have contributed to its creation.

The Partner has the right to use non-sensitive information relating to the action and materials and documents received from the beneficiaries (notable summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy, information, communication, dissemination and publicity purposes during the action or afterwards.

If the Twin institution breaches any of its obligations, the budget may be reduced.

12. Dissemination and visibility

The Twin institution must promote the STARTS BUEN-TEK project and its results by providing targeted information to multiple audiences.

Communication activities of the Twin institution related to the services, dissemination activities and any equipment, supplies or major result funded by the grant must acknowledge the EU support and display the European flag (emblem), funding statement (translated into local languages, where appropriate) and must indicate that it reflects only the author's view; and that the Commission is not responsible for any use that may be made of the information it contains:

“Buen-TEK is funded by the European Union under grant agreement GRANT AGREEMENT CODE under the STARTS – Science, Technology and Arts initiative of DG CNECT. Views and opinions expressed are those of the author(s) only and do not necessarily reflect those of the European Union or DG CNECT. Neither the European Union nor the granting authority can be held responsible for them.”

Where appropriate, it is mandatory to use S+T+ARTS initiative and /or S+T+ARTS Buen TEK visuals, in line with the Guidelines provided by the Partner.

When displayed in association with another logo, the European Union emblem must have prominence.”

The obligation to display the European Union emblem does not confer on the beneficiaries a right of exclusive use. The Logo of the European Union can only be used by the Host in the context of the STARTS SA Buen-TEK project. The beneficiaries may not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

If the Twin institution breaches any of its obligations, the budget may be reduced.

13. Information

The Twin institution must provide during the contract or afterwards (for a period of 5 years) any information requested in order to verify the proper implementation of the services and compliance with the other obligations under the contract.

The information provided must be accurate, precise and complete and in the format requested.

The Twin institution must immediately inform the Partner of events which are likely to affect or delay the implementation of the services or affect the EU's financial interests (in particular, the Twin institution must inform the Partner of any change in the name, address, or legal representative of the Twin institution; any change in the legal, financial, technical, organisational or ownership situation of the Twin institution; or any change regarding the exclusion and circumstances affecting the decision to award the contract or compliance with requirements under the contract.

If the Twin institution breaches any of its obligations, the budget may be reduced.

14. Record-keeping

The Twin institution must (at least for 5 years) keep records and other supporting documents to prove the proper implementation of the services.

15. Outputs

The Twin institution is expected to deliver the following outputs:

- Mid-Term and Final Technical Report on the activities performed (support provided to artist, meetings/ visits, production/prototyping actions, promotion, events, masterclasses, etc.);
- Submission of a collection of high-quality photographs (minimum of 10) and 2 videos (maximum duration of 2 minutes each), the first video presenting the expectations of Twins towards the residency; and the second video presenting and documenting the STARTS Residency experience;
- Collection of feedback related to impact assessment tools.

16. Payments and costs with transfers

The contract will foresee the following payment scheme, reflecting three instalments divided between the two phases:

Phase 1

- First instalment following the reception of the inputs and publication of the Call for Artists: 10%;

Phase 2

- Second instalment after the selection of the artist or collective of artists, and after the formal kick-off of the residency: 80%;
- Final instalment – This will be paid after the submission by the Twin of all information for the submission and validation of the final report (technical and financial), and remaining outputs listed in Article 15: 10%
- formulated in following the conclusion meeting and

Instalments will be paid no later than 30 days from the approval of the trigger event.

All payments shall be made to the Twin institution's bank account, as indicated below:

- Name of bank: [please complete]
- Address of branch: [please complete]
- Precise denomination of the account holder: [please complete]
- Full account number (including bank codes): [please complete]
- IBAN code: [please complete]

The Twin institution will bear any costs associated with the currency exchange and payment transfers.

17. Termination of the Contract

The Twin institution may terminate the contract. In that case, the Twin institution must send a formal notification of termination to the Partner, stating the reasons for termination; and the date on which the termination takes effect. This date must be set after the formal notification. If the Twin institution does not state the reasons for the termination or if the Partner considers that the reasons do not justify termination, the Contract is considered to have been terminated improperly and the amount paid for services not properly provided shall be recovered.

The termination takes effect on the day specified in the formal notification.

The Partner may terminate the contract if the Twin institution commits a serious breach of obligations, including improper implementation of the services.

In case the Call for Artists ends without an artist or collective of artists selected for a residency to be hosted by the Twin institution, the service provision is considered concluded.

18. Amendment

Any amendment to the contract must be made in writing. Any request for amendment must be duly justified, be accompanied by appropriate supporting documents; and be sent to the other party in due time before it is due to take effect and in any case 90 days before the end of the implementation period.

Amendments take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

19. Communication details of the parties

Any communication relating to the contract or to its implementation must be made in writing (in paper or electronic form), using the communication details identified in this Article.

Any communication addressed to the Partner must be sent in duplicate to the following address:

ATT: STARTS Buen-TEK team

xxNAMEPARTNERxx

Email address:

ATT: STARTS Buen-TEK team

IMPAKT

Lange Nieuwstraat 4, 3512 PH Utrecht,

Email addresses: Bram@impakt.nl and Christina@impakt.nl

Any communication to the Twin institution must be sent to the following address:

[Please insert the full name of the legal representative]

[Please insert the name of the entity]

[Please insert the full official address]

Email address: [please complete]

20. Applicable law

The Contract is governed by its terms, the Union law applicable, and, on a subsidiary basis, by the law of The Netherlands.

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled under Dutch law.

SIGNATURES

For the Coordinator – IMPAKT

Arjon Dunnewind, Director

For the Twin Institution

[Insert forename, surname and function]

For the Partner

[Insert forename, surname and function]

Done at [insert date DD/MM/YYYY] on [insert city and country]



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Universidad Nacional de Córdoba
2025

**Hoja Adicional de Firmas
Proyecto de Convenio**

Número:

Referencia: Proyecto de convenio - original - STARTS- UNC CCAD

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